

Fill in this information to identify the case:

Debtor 1 Carl M Kees

Debtor 2

(Spouse, if filing)

United States Bankruptcy Court for the SOUTHERN District of OHIO

Case number 1:18-bk-10170

Official Form 410S1

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: MTGLQ INVESTORS, L.P.

Court claim no. (if known): 6

Last 4 digits of any number you use to identify the debtor's account: 0520

Date of payment change: 10/1/2018

Must be at least 21 days after date of this notice

New total payment: \$756.04

Principal, interest, and escrow, if any

Part 1: Escrow Account Payment Adjustment

1. Will there be a change in the debtor's escrow account payment?

☐ No.

☒ Yes.

Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why:

Current escrow payment: \$261.19

New escrow payment: \$261.18

Part 2: Mortgage Payment Adjustment

2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?

☒ No

☐ Yes.

Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why:

Current interest rate:

New interest rate:

Current principal and interest payment:

New principal and interest payment:

Part 3: Other Payment Change

3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

☒ No

☐ Yes

Attach a copy of any document describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change:

Current mortgage payment

New mortgage payment:

Debtor 1 Carl M Kees

Case number (if known) 1:18-bk-10170

Print Name Middle Name Last Name

**Part 4: Sign Here**

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

*Check the appropriate box.*

☐ I am the creditor

☒ I am the creditor's authorized agent.

**I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.**

**X** /s/ Sonali Patel Date 09/10/2018  
Signature

Print Sonali B. Patel Title Authorized Agent for Creditor  
First Name Middle Name Last Name

Company RAS Crane, LLC

Address 10700 Abbott's Bridge Road, Suite 170  
Number Street

Duluth GA 30097  
City State ZIP Code

Contact Phone 470-321-7112 Email spatel@rascrane.com

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on September 10, 2018,

I electronically filed the foregoing with the Clerk of Court by using the CM/ECF system, and a true and correct copy has been served via CM/ECF or United States Mail to the following parties:

Paul J Minnillo  
Minnillo & Jenkins Co LPA  
2712 Observatory Avenue  
Cincinnati, OH 45208

Carl M Kees  
813 Danny Drive  
Cincinnati, OH 45245

Margaret A Burks  
600 Vine Street  
Suite 2200  
Cincinnati, OH 45202

Asst US Trustee (Cin)  
Office of the US Trustee  
36 East Seventh Street  
Suite 2030  
Cincinnati, OH 45202

RAS Crane, LLC  
Authorized Agent for Secured Creditor  
10700 Abbott's Bridge Road, Suite 170  
Duluth, GA 30097  
Telephone: 470-321-7112  
Facsimile: 404-393-1425

By: /s/Amanda Wood  
Amanda Wood  
Email: awood@rascrane.com

SELENE  
FINANCE

Case 1:18-bk-10170 Doc 43  
9990 Richmond, Suite 400 South  
Houston, TX 77042-4546

Filed 09/10/18 Entered 09/10/18 09:42:05  
Document Page 4 of 5  
ANNUAL ESCROW ACCOUNT  
DISCLOSURE STATEMENT

LOAN NUMBER: [REDACTED]  
DATE: September 1, 2018

	Previous Payment	New Payment Effective 10/01/18
CARL M KEES OUP 3200 WILSHIRE BLVD STE 1701 LOS ANGELES CA 90010-1334	PRINCIPAL AND INTEREST \$494.86 ESCROW \$261.19 SPREAD \$.00	\$494.86 \$261.18 \$.00
	TOTAL PAYMENT \$756.05	\$756.04

CUSTOMER SERVICE 877-735-3637

COMING YEAR ESCROW PROJECTION

The purpose of the Coming Year Escrow Projection is to determine the lowest balance "Low Point" to which your escrow account will decline over the upcoming year. The purpose of the Low Balance Summary is to compare the projected and allowable low point amounts. If the projected low point is greater than the allowable low point (\*), there is a surplus. If the surplus is \$50.00 or greater, it will be automatically refunded to you. If the surplus is less than \$50.00, we have lowered your payment accordingly. If the projected low point is less than the allowable low point(\*), there is a shortage and/or deficiency which will be recovered by an adjustment to your monthly payment over a specified number of months. The adjustment amount(s) appears in the Low Balance Summary and New Payment Information.

ANTICIPATED ESCROW DISBURSEMENT	MONTH	PAYMENTS TO ESCROW	DESCRIPTION	PAYMENTS FROM ESCROW	CUR BAL PROJECTION	REQ BAL PROJECTION
HOMEOWNERS INS 670.00			BEGINNING BALANCE		1,455.82	1,044.82
COUNTY TAXES 1,232.13	10/18	261.18		.00	1,717.00	1,306.00
COUNTY TAXES 1,232.13	11/18	261.18		.00	1,978.18	1,567.18
	12/18	261.18		.00	2,239.36	1,828.36
	01/19	261.18		.00	2,500.54	2,089.54
	02/19	261.18	COUNTY TAXES	-1,232.13	1,529.59	1,118.59
TOTAL DISBURSEMENTS 3,134.26	03/19	261.18	HOMEOWNERS INS	-670.00	1,120.77	709.77
DIVIDED BY 12 MONTHS	04/19	261.18		.00	1,381.95	970.95
	05/19	261.18		.00	1,643.13	1,232.13
MONTHLY ESCROW DEPOSIT 261.18	06/19	261.18		.00	1,904.31	1,493.31
	07/19	261.18	COUNTY TAXES	-1,232.13	933.36	522.36 *
	08/19	261.18		.00	1,194.54	783.54
	09/19	261.18		.00	1,455.72	1,044.72
LOW BALANCE SUMMARY	TOTAL	3,134.16		-3,134.26		
PROJECTED LOW POINT 933.36						
ALLOWABLE LOW POINT 522.36						
SURPLUS 411.00						
SHORTAGE .00						
ESCROW ADJUSTMENT .00						
FOR 12 MONTHS						
The cushion allowed by federal law (RESPA) is two times your monthly escrow payment (excluding MIP/PMI), unless state law specifies a lower amount.						

IMPORTANT MESSAGES

PLEASE RETURN LOWER PORTION WITH YOUR PAYMENT AND KEEP THE TOP PORTION FOR YOUR RECORDS

INTERNET REPRINT

SELENE  
FINANCE

ESCROW SURPLUS

Your surplus will be mailed under separate cover within 30 days.

CARL M KEES

LOAN NUMBER
[REDACTED]
SURPLUS AMOUNT
\$411.00

- ◆ This statement itemizes your actual escrow account transactions since your previous analysis statement or initial disclosure. The projections from your previous escrow analysis are to the left of the actual payments, disbursements and escrow balance. By comparing the actual escrow payments to the previous projections listed, you can determine where a difference may have occurred.
- ◆ An asterisk (\*) indicates a difference from the projected activity in either the amount or date.
- ◆ When applicable, the letter “E” beside an amount indicates that a payment or disbursement has not yet occurred but is estimated to occur as shown.
- ◆ Your projected low point may or may not have been reached based on one or more of the following factors:

<u>PAYMENT(S)</u>	<u>TAXES</u>	<u>INSURANCE</u>
• Monthly payment(s) received earlier OR later than expected	• Tax rate and/or assessed value changed	• Premium changed
• Monthly payment(s) received were less than OR greater than expected	• Exemption status lost or changed	• Coverage changed
• Previous overage was returned to escrow	• Supplemental/Delinquent tax paid	• Additional premium paid
• Previous shortage not paid entirely	• Tax bill paid earlier OR later than expected	• Insurance bill paid earlier OR later than expected
	• Tax installment not paid	• Premium was not paid
	• Tax refund received	• Premium refund received
	• New tax escrow requirement paid	• New insurance escrow requirement paid
		• Lender placed insurance premium paid

MONTH	PAYMENTS TO ESCROW		DISBURSEMENTS FROM ESCROW		DESCRIPTION	ESCROW BALANCE	
	PROJECTED	ACTUAL	PROJECTED	ACTUAL		PROJECTED	ACTUAL
					BEGINNING BALANCE	448.56	-6,309.62
02/18	261.19			1,232.13 *	COUNTY TAXES	709.75	-7,541.75
02/18				670.00	HOMEOWNERS INS	709.75	-8,211.75<
03/18	261.19					970.94	-8,211.75
04/18	261.19					1,232.13	-8,211.75
05/18	261.19					1,493.32	-8,211.75
06/18	261.19	1,044.76	1,232.13			522.38<	-7,166.99
07/18	261.19	261.19		1,232.13 *	COUNTY TAXES	783.57	-8,137.93
08/18	261.19	522.38				1,044.76	-7,615.55
09/18	261.19	E			E	1,305.95	-7,615.55
10/18	261.19	E			E	1,567.14	-7,615.55
11/18	261.19	E			E	1,828.33	-7,615.55
12/18	261.19	E			E	2,089.52	-7,615.55
01/19	261.19	E	1,232.13		E	1,118.58	-7,615.55
TOTALS	3,134.28	1,828.33	2,464.26	3,134.26			

Under Federal Law (RESPA) the lowest monthly balance in your escrow account should not exceed \$522.38 or 1/6th of the total anticipated annual disbursement from your escrow account, unless your mortgage documents or state law specifies a lower amount. When your escrow balance reaches its lowest point during the account cycle, that balance is targeted to be your cushion amount. Under the Mortgage Contract or State or Federal Law, the targeted low point in your escrow account is \$522.38 and the actual low point balance was -\$8,211.75; the amount is indicated with an arrow (<).

Selene Finance LP is a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

Please note that if you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally.

**For Servicemembers and their Dependents:** The Federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including, under most circumstances, a prohibition on foreclosure during and twelve months after the servicemember's active duty service. Selene will not foreclose on the property of a servicemember or his or her dependent during that time, except pursuant to a court order. You also may be entitled to other protections under these laws, including interest rate and fee relief. Please contact us to learn more about your rights.